

Item #3:
Resolution Waiving Bids & Approving
Extension Of Snow Removal Contract – ART Fleet Services

VILLAGE OF LONG GROVE
RESOLUTION NO. 2016-R-___

**A RESOLUTION WAIVING COMPETITIVE BIDDING AND AWARDING A CONTRACT
WITH A.R.T. FLEET FOR SNOW AND ICE REMOVAL SERVICES**

WHEREAS, the Village previously entered into a contract ("**Original Contract**"), a copy of which is attached hereto as Exhibit A, with A.R.T. Fleet ("**Contractor**") to provide snow and ice removal services on public streets and ways ("**Services**") within the Village, which Original Contract does not extend to the winter of 2016-17; and

WHEREAS, in performing the Original Contract, the Contractor provided exemplary service to the Village, and the Village desires to continue to utilize the Contractor to provide the Services; and

WHEREAS, the Contractor has submitted a proposal to the Village to renew the Original Contract for an additional **[one-year term based on a 3.5 increase in the cost of such services] / [five-year term pursuant to the proposal attached hereto as Exhibit B]** ("**Proposed Extension**"); and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village and its residents to waive competitive bidding and to approve the Proposed Extension;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF LONG GROVE, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE. Recitals. The foregoing recitals are incorporated herein as the findings of the Board of Trustees.

SECTION TWO. Award. The Village of Long Grove hereby waives competitive bidding and awards a contract for the Services ("**Contract**") to the Contractor for a term of **[one year] / [five years]**. The Contract shall be in substantially the form of the Original Contract, subject to the:

ONE-YEAR OPTION: *[one-year extension authorized hereby, and further provided that the schedule of rates for the Services shall be increased by no more than 3.5% over the rates that applied during the final year of the term of the Original Contract.]*

FIVE-YEAR OPTION: *[five-year extension authorized hereby and the terms of the Proposed Extension as set forth in Exhibit B hereto, and further provided that the schedule of rates for the Services shall be as set forth in Exhibit C to this Resolution.]*

The final Contract shall be in a form acceptable to the Village Manager in consultation with the Village Attorney, and shall be conditioned upon the receipt of all contractually-required documentation and such other additional information as may be requested by the Village Manager in accordance with the Contract, all in a form acceptable to the Village of Long Grove. The Village Manager is hereby authorized to execute the Contract, in its final form, on behalf of the Village.

SECTION THREE. Effective Date. This Resolution shall be in effect from and after its passage by two-thirds of the Trustees then holding office and approval in the manner provided by law.

PASSED this ____ day of August, 2016.

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED this ____ day of August, 2016.

Village President

ATTEST:

Village Clerk

EXHIBIT A
ORIGINAL CONTRACT

RECEIVED

DEC 02 2013

Full Name of Contractor: A.R.T. Fleet Service, Inc. ("**Contractor**").

Local Office Address: 1980 S. Hwy 83, Grayslake, IL 60030

VILLAGE OF LONG GROVE

Contact Persons: Steve Lester **Telephone:** 847-362-6161; 847-343-8239 (cell)

Bill Lester **Telephone:** 847-343-8238 (cell)

TO: Village of Long Grove ("**Owner**")
3110 R.F.D.
Long Grove, Illinois 60047
Attention: Village Manager

Contractor warrants and represents that Contractor has carefully examined the Work Sites described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Exhibits A and B which are securely stapled to the end of this Contract.

1. **Work**

A. **Contract and Work.** Contractor agrees that Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract, all of the following, all of which is herein referred to as the "Work":

1. **Labor, Equipment, Materials, and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for snow and ice removal, including without limitation the plowing, shoveling, salting, and application of de-icing treatment of Village roads, municipal parking lots, and Village Hall property ("**Work**") located in the Village of Long Grove ("**Work Sites**"), which Work is described in more detail in the Village of Long Grove Roadway Snow/Ice Removal Request for Proposal, attached to this Contract as **Exhibit A ("RFP")** and the Contractor's Proposal attached to this Contract as **Exhibit B ("Proposal")**;

2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;

3. **Bonds and Insurance.** Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;

4. Taxes. Pay all applicable federal, state, and local taxes;
 5. Miscellaneous. Do all other things required of Contractor by this Contract; and
 6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.
- B. Performance Standards. Contractor agrees that all Work shall be fully provided, performed, and completed in accordance with the specifications listed in the RFP attached as Exhibit A and the Proposal attached as Exhibit B. In the event of a conflict between the terms of this Contract and the attached RFP and Proposal, the terms of this Contract shall control.
- C. Responsibility for Damage or Loss. Contractor agrees that Contractor shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work, including without limitation any damages to landscaping; provided, however, that the Contractor shall not be liable for any damage or loss that occurred prior to the effective date of this Contract.
- D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Contractor's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Contractor with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Contractor's expense and risk.
- E. Removal of Obstructions. The Contractor shall be permitted to remove boulders and other obstructions from the right of way that interfere with the Contractor's performance of the Work under this Contract, provided that the Contractor has obtained the Village Superintendent's prior approval for such removal.

2. Contract Price

Contractor agrees that Contractor shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. SCHEDULE OF PRICES

For providing, performing, and completing all Work, the Total Contract Price of:

Compensation Schedule is attached as Exhibit C. The Contract Price contained in the Compensation Schedule shall apply to Year One of the Contract, and the Contract Price shall be subject to a 3.5% increase each in Years Two, Three, Four, and Five of the Contract.

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change; and
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Contractor shall submit sufficiently detailed invoicing within 48 hours of service as a condition of this Contract.

Final Payments may be subject to deduction or setoff by reason of any failure of Contractor to perform under this Contract. Each payment shall include Contractor's certification of the value of all Work for which payment is then requested and Contractor's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time; Term

Contractor agrees that Contractor shall commence the Work immediately following the date the Contract is executed and approved by all parties ("**Execution Date**") provided Contractor shall have furnished to Owner all bonds, insurance certificates, and policies of insurance specified in this Contract ("**Commencement Date**"). Contractor agrees that Contractor shall perform the Work diligently and continuously until the Work is completed to the satisfaction of the Owner. The term of this Contract shall be for a period of five years, provided that the Owner has the right to terminate this Contract with 30 days written notice to the Owner.

4. Financial Assurance

A. Insurance. Contractor agrees that Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following the Execution Date. Such policies shall be in form, and from companies, acceptable to Owner. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory
Employer's Liability: \$500,000 ea. accident-injury
\$500,000 ea. employee-disease
\$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.

- B. Indemnification. Contractor agrees that Contractor shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 5 of this Contract.
- C. Penalties. Contractor agrees that Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof.

5. Contractor's Representations and Warranties

Contractor hereby represents and warrants as follows:

- A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.
- B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation prevailing wage laws; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work. Further, Contractor shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act during the course of the work.
- C. Not Barred. Contractor is not barred by law from contracting with the Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.
- D. Qualified. Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time of Payment set forth in this Contract.

6. Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("**Event of Default**"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may terminate this Contract.
4. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
5. Owner may recover any damages suffered by Owner.

7. Acknowledgements

Contractor acknowledges and agrees that:

- A. Reliance. Owner is relying on all warranties, representations, and statements made by Contractor in this Contract.
- B. Acceptance. Contractor shall be bound by each and every term, condition, or provision contained in this Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.
- C. Remedies. Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.
- D. Time. Time is of the essence of this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.
- E. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.
- F. Severability. The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.
- G. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

H. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Contractor except upon the prior written consent of Owner.

I. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.

DATED this ___ day of _____, 2011.

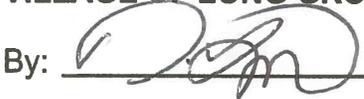
A.R.T. FLEET SERVICES, INC.



Name: Steve Lester

Position/Title: President

VILLAGE OF LONG GROVE

By: 

Its: village manager

A.R.T.

FLEET SERVICE INC.

10/18/11

Village of Long Grove

Here is the pricing you requested at our meet on Friday.

Pre treat with Thermo Point R

\$585.00

Streets to be pretreated are: the hill at Indian Creek at Diamond Lake road, hill at Kruger at 22, intersection at Long Grove and 53, Schaffer & Checker, both S curves on Checker, hill at Checker at Arlington Hts., curve at Hampton by Port Clinton, both curves on Port Clinton and both curves on Oakwood.

Saving to Village if pre treat is used, a plan will need to be developed to determine start time of event. An estimate of savings might be around <\$500.00> plus whatever village salt not needed during that time frame...

Pre wetting road salt: pre wetting rock salt with well mineral brine could save on village salt use by 15% to 20%, based on that the village could save 5 tons of salt per application. Cost for mineral brine per application would be \$525.00 per application.

Please note we do not have the tanks yet, they would have to be purchased and installed before implement of alternative salt programs.

Archer road & walks: \$500.00 up to 3.9" \$695.00 4" – 5.9" \$850.00 6" – 7.9" anything over 7.9" time and material rates will apply. We will need to store the snow blowers somewhere on site so that would have to be discussed.

Country Club Estates: Country Club Estates takes up about 37% of the total price of streets.

If you have any further questions or concerns please feel free to call me.

Steve Lester

1980 S. HWY 83 · GRAYSLAKE, IL 60030 · (847) 362-6161 · (847) 223-7067

ART

A.R.T. FLEET SERVICE INC.

Thursday, September 20, 2011

David Lothspeich, Village Manager
Village of Long Grove
3110 Old McHenry Road
Long Grove, IL 60047

RECEIVED

OCT 05 2011

VILLAGE OF LONG GROVE

*opened
10/5/11
10:26 a.m.
MS*

RE: Roadway Snow/Ice Removal RFP October 4, 2011 – 12:00 noon Proposal Package.

Dear David Lothspeich,

Thank you for this opportunity, this letter represents our “Letter of Transmittal”, Organized and sectioned similarly to the proposal lay out for easy reference.

GENERAL: We have prior experience servicing the Village of Long Grove for 15+ years giving us an advantage of familiarity of what and how it should be done to the satisfaction of the Village officials and staff, its residences, business owners and their customers. We know and are familiar with the location of fire hydrants, landscape islands, etc. our past performance record can attest to that and it is because of that experience. In the event of mailbox damage as a direct result of our services, we will set up temporary mailbox and post preset in a bucket of concrete until spring when the ground thaws and permanent basic mailbox and post can be installed, to minimize mail delivery delay.

Grayslake based, which is in close proximity to the Village of Long Grove, in combination with”

- 1) Several weather tracking programs.
- 2) Nextel services enable immediate response dispatch.
- 3) Modern equipment allows productivity and ability to complete any service requirement on time and within budget.
- 4) Experience with other properties.

This helps in providing fast, efficient and cost effective service in all types of weather condition, 24 hours a day 7 days a week including weekends and holidays, providing safe access through the Village of Long Grove for every resident, visitor, customer, merchant, vendor, employee and “passer through” during the winter season, our past service experience in the Village of Long Grove testifies to that.

SNOWPLOWING:

- 1. In the event we are notified by the Village, Lake County Sheriff’s Department or Long Grove/ Countryside Fire Protection to commence plowing prior to 2” snow accumulation, time and material hourly rates will apply until a 2” accumulation is reached.
- 2. In regards to the contract specifications stating that “All roadway and parking area plowing will be completed within 4 hours of the end of the snowfall; in addition, plowing is expected to be completed by 6:00 a.m. on any weekday.”, we will try to meet this to the best of our ability although, in our experience plowing the Village of Long Grove in the past, it takes between 4-6 hours to complete.

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Plowing after a snow system has ended. Furthermore, the varying times & severities of each snow system may cause conflict to the 6:00 a.m. weekday plowing completion.

SALTING, SALT/SAND MIX AND OR CHEMICALS:

- 1) In our experience, it is not practical to use alternatives to rock salt except in the event of a rock salt shortage. Our reason differs depending on the alternative products which is the following:
 - a) Salt/sand mix hinders more than helps, the sand granules are somewhat round in nature, it is swept off the roads after 8 to 10 vehicle passes giving a false sense of security/safety, see the attached study marked ATTACHMENT A. We will not be held liable if the Village of Long Grove requires use of salt/sand mix as opposed to rock salt. The only benefit is that sand is a filler so less salt will be used making it ideal for salt shortage situations and probably the only time we would consider using it.
 - b) Liquid applications is a great idea if the product and application equipment is chosen, additional equipment would be needed depending on the chosen product, see the attached marked ATTACHEMNT B for liquid application. It is a good treatment or additive to rock salt, reducing the bounce factor and increasing the below zero temperature factor, also see the "Benefit/Cost Study of RWIS (Road Weather Information Service) and Anti-icing Technologies FINAL REPORT of March 2001". We have been and will continue to explore liquid application products, see attached literature, on our findings, and we recommend Liquid Calcium Chloride or Mineral Well Brine. We would be willing to sit with the Village of Long Grove to come up with a superior liquid application.

- 2) To follow is a rock salt provider and the cost per ton from last year.

Cargill Salt \$89.00 ton delivered

- 3) We do have the room to stock the required minimum of 600 tons although our inside storage facility can only accommodate 300 tons the other 300 tons would have to be stored outside under tarps.

EVALUATION OF THE PROPOSER:

C. Our equipment is reliable & safe. We run our equipment all year to insure top performance, when equipment is left to only be used during the winter months problems develop such as rust which cause parts to cease especially brake drums, condensation in the fuel tanks, etc.

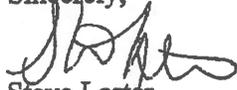
1) If in the event there is a break down, we have a mechanic on staff and on call 24 hours a day 7 days a week with supplies on hand to fix common problems.

2) Our equipment of choice for the Village of Long Grove is the "V" box spreaders are great for preventing damage to the may tree canopies and because of the lack of road shoulders it has more stability. Our heavy duty plows are municipal/commercial plows, heavy weight, able to handle swift clean runs.

D. Certificate of insurance naming the Village of Long Grove as an additional insured will be provided if we are awarded the contract as we have in the past. Our blanket certificate is enclosed marked as ATTACHEMENT E to prove our insurability.

Our Pledge, if chosen, we will continue to provide the best possible and most cost effective snow removal service program available in the Chicago metro area as we have done so in the past.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Lester", written in a cursive style.

Steve Lester
President

- E. Service of the Proposer - Provide the following information for the servicing office. Provide the number of your professional snow plowing/salting staff by employee classification (including what equipment each such employee is licensed to operate) and snow plowing and salting equipment as follows:

<u>Employee Classification & Equipment</u>	<u>Total Number</u>
Pick up	10
Salt Truck	20
Loader	4
Skidsteer	2
Wing Plow	4
Labor	10
Dump Truck	6

IV. CONFERENCES AND SCHEDULE OF SERVICES.

A. GENERAL:

1. Prior to commencement of the winter season, but no later than October 31st, the contractor will be required to meet with the Village Manager for a conference at which time we will agree upon the prioritization of plowing routes.
2. Constant personal communication by means of cellular phone shall be available to the Village during snow emergencies in excess of 2 inches accumulation or ice storms. Contractor's personnel assigned to the Village will be thoroughly familiar with the Village and knowledgeable as to the location of fire hydrants, landscape islands, etc.
3. Contract shall submit sufficiently detailed invoicing within 24 hours of service as a condition of the Agreement.
4. The proposer shall make every effort to avoid conflicts of interest or the appearance of a conflict of interest. The proposer shall make full disclosure of any existing or potential conflict of interest that may or could exist between itself, its current clients and the Village of Long Grove or any of its elected or appointed officials. This includes any future conflicts that may develop during the term of this contract.

Contractor Name: A.R.T. Fleet Service, Inc.

EXHIBIT A
COMPENSATION SCHEDULE

SNOW REMOVAL ONLY (NO SALT, SALT/SAND, OR CALCIUM CHLORIDE/SALT)

1. 2"-5" Snowfall Accumulation Over 24 hr. Period.
\$ 6,500.00 accumulation for all Roadways and
\$ 100.00 for the Village Hall and Park Lot and all Village Hall sidewalks, pedestrian areas and
\$ 525.00 for the Municipal Parking Lots.
2. 5"-8" Snowfall Accumulation Over 24 hr. Period.
\$ 8,450.00 accumulation for all Roadways and
\$ 170.00 for the Village Hall and Park Lot and all Village Hall sidewalks, pedestrian areas and
\$ 725.00 for the Municipal Parking Lots.
3. 8"-10" Snowfall Accumulation Over 24 hr. Period.
\$ 12,300.00 accumulation for all Roadways and
\$ 260.00 the Village Hall and Park Lot and all Village Hall sidewalks, pedestrian areas and
\$ 1,050.00 for the Municipal Parking Lots.
4. Greater than 10" Snowfall Accumulation Over 24 hr. Period.
\$ 16,850.00 accumulation for all Roadways and
\$ 275.00 for the Village Hall and Park Lot and all Village Hall sidewalks, pedestrian areas and
\$ 1,475.00 for the Municipal Parking Lots.
5. \$ 110.00 per ton for mechanical spreading of rock salt, sand/salt mix, or other material on icy areas, including equipment and labor.

6. Contractor shall be compensated in accordance with the following rates for use of special snow hauling equipment as may be required under Section VI "Other Information";

<u>Equipment Description:</u>	<u>Hourly Rate:</u>
Pick-up	\$ 95.00
Bobcat w/10' Push Bbx	\$140.00
Bobcat w/ bucket	\$125.00
Loader 2yd Bucket	\$135.00
Loader 4yd Bucket	\$150.00
6 Wheel Dump	\$ 95.00
Semi	\$100.00
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____

Contractor Name: A.R.T. Fleet Service, Inc.

SALT APPLICATION ONLY.

1. 2"-5" Snowfall Accumulation Over 24 hr. Period.

\$ 2,750.00 accumulation for all Roadways and PER APPLICATION

\$ 75.00 for the Village Hall and Park Lot and all Village Hall sidewalks, pedestrian areas and

\$ 150.00 for the Municipal Parking Lots.

2. 5"-8" Snowfall Accumulation Over 24 hr. Period.

\$ N/A accumulation for all Roadways and

\$ N/A for the Village Hall and Park Lot and all Village Hall sidewalks, pedestrian areas and

\$ N/A for the Municipal Parking Lots.

3. 8"-10" Snowfall Accumulation Over 24 hr. Period.

\$ N/A accumulation for all Roadways and

\$ N/A for the Village Hall and Park Lot and all Village Hall sidewalks, pedestrian areas and

\$ N/A for the Municipal Parking Lots.

4. Greater than 10" Snowfall Accumulation Over 24 hr. Period.

\$ N/A accumulation for all Roadways and

\$ N/A for the Village Hall and Park Lot and all Village Hall sidewalks, pedestrian areas and

\$ N/A for the Municipal Parking Lots.

5. \$ N/A per ton for mechanical spreading of rock salt on icy areas, including equipment and labor.

6. Contractor shall be compensated in accordance with the following rates for use of special snow hauling equipment as may be required under Section VI "Other Information";

Contractor Name: A.R.T. Fleet Service, Inc.

CHLORIDE/SALT (OR OTHER ALERNATIVE(S) TO ROCK SALT) APPLICATION ONLY.

1. 2"-5" Snowfall Accumulation Over 24 hr. Period.
\$ 1.75 per gal accumulation for all Roadways and
used
\$ N/A for the Village Hall and Park Lot and all Village Hall sidewalks, pedestrian
areas and
\$ N/A for the Municipal Parking Lots.
2. 5"-8" Snowfall Accumulation Over 24 hr. Period.
\$ N/A accumulation for all Roadways and
\$ N/A for the Village Hall and Park Lot and all Village Hall sidewalks, pedestrian
areas and
\$ N/A for the Municipal Parking Lots.
3. 8"-10" Snowfall Accumulation Over 24 hr. Period.
\$ N/A accumulation for all Roadways and
\$ N/A for the Village Hall and Park Lot and all Village Hall sidewalks, pedestrian
areas and
\$ N/A for the Municipal Parking Lots.
4. Greater than 10" Snowfall Accumulation Over 24 hr. Period.
\$ N/A accumulation for all Roadways and
\$ N/A for the Village Hall and Park Lot and all Village Hall sidewalks, pedestrian
areas and
\$ N/A for the Municipal Parking Lots.
5. \$ N/A per ton for mechanical spreading of other material on icy areas, including
equipment and labor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDD/YYYY)
09/21/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sparks Insurance, Inc. 6303 75th. Street Kenosha, WI 53142	262-697-9600	CONTACT NAME:	
	262-697-1961	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	LESTM-1
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED ART FLEET SERVICE INC. 1980 S. Hwy 83 Grayslake, IL 60030-9381	INSURER A: Erie Insurance Group		26263
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE, FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WAD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		Q43-3150529	07/31/11	07/31/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
						Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		Q07-3140033	07/31/11	07/31/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS		\$				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		Q31-3170115	07/31/11	07/31/12	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Village of Long Grove 3110 Old McHenry Rd. Long Grove, IL 60047	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



3110 RFD, ILLINOIS 60047-9613

February 3, 2011

Village President Rodriguez and Trustees,

On the morning after the 3rd largest single snowfall event in history, I am happy (and relieved) to report that the Village has not received a single complaint as of this morning. Although there may be complaints received in the coming days of hit mailboxes, etc, the assistance provided by Roads Commissioner Marc Small in maintaining direction and contact with snow removal contractor (Lesters/ART), Lake County EMA and other related emergency services providers was exceptional and the level of service from Lesters/ART was above and beyond expectations.

Lesters/ART remained plowing Village roads long after the State pulled off the roads due to limited visibility and returned to have the roads cleared before the end of the next day (yesterday). Thanks to their tireless efforts the Village of Long Grove roads are in better shape than any other roads throughout the area despite not having a full-time public works department, etc. The cooperation and professional work ethic displayed by all involved in once again going "above and beyond" during this extreme weather and record blizzard are very much appreciated and is to be commended.

If you have received (or do receive) any comments (good or bad) about the Village roads please do not hesitate to contact me so that they can be addressed ASAP.

Great job to all!

Thanks,

Dave



FW: Snow Removal Report

Friday, February 4, 2011 3:30 AM

From: "Steve Lester" <stevelester1021@sbcglobal.net>
To: "lori lester" <lorilesterzwilling@sbcglobal.net>

--- On Thu, 2/3/11, David Lothspeich <lothsd@longgrove.net> wrote:

From: David Lothspeich <lothsd@longgrove.net>
Subject: FW: Snow Removal Report
To: "Marc Small" <Msmall@longgrove.net>, "Steve Lester" <stevelester1021@sbcglobal.net>
Cc: "Maria Rodriguez" <mr4159@gmail.com>
Date: Thursday, February 3, 2011, 9:27 AM

Marc and Steve,

Please see below. Once all have caught up on sleep etc. I would like to take you out for lunch to catch up and as a small token of my (the Village's) appreciation for your extraordinary efforts. Please let me know what days work for you next week.

Take care,
Dave

This email is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by collect telephone call and return the original copy to us at: 3110 RFD, Long Grove, IL 60047 by US mail. We will reimburse you for postage.

From: David Lothspeich
Sent: Thursday, February 03, 2011 9:24 AM
To: David Lothspeich
Subject: Snow Removal Report

Village President Rodriguez and Trustees,

On the morning after the 3rd largest single snowfall event in history, I am happy (and relieved) to report that the Village has not received a single complaint as of this morning. Although there may be complaints received in the coming days of hit mailboxes, etc, the assistance provided by Roads Commissioner Marc Small in maintaining direction and contact with snow removal contractor (Lesters/ART), Lake County EMA and other related emergency services providers was exceptional and the level of service from Lesters/ART was above and beyond expectations. Lesters/ART remained plowing Village roads long after the State pulled off the roads due to limited visibility and returned to have the roads cleared before the end of the next day (yesterday). Thanks to their tireless efforts the Village of Long Grove roads are in better shape than any other roads throughout the area despite not having a full-time public works department, etc. The cooperation and professional work ethic displayed by all involved in once again going "above and beyond" during this extreme weather and record blizzard are very much appreciated and is to be commended.

If you have received (or do receive) any comments (good or bad) about the Village roads please do not hesitate to contact me so that they can be addressed ASAP.

Great job to all

Thanks,
Dave

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From: kes1220@comcast.net [mailto:kes1220@comcast.net]
Sent: Thursday, February 03, 2011 8:49 AM
To: David Lothspeich
Subject: Re: Snowplowing

Feel free to pass it along. And, thus far, I have heard no complaints. Again, "high five" to everyone involved, including Staff. Even the Emergency Message was done very professionally.

Karen

----- Original Message -----

From: " David Lothspeich " <lothsd@longgrove.net>
To: kes1220@comcast.net
Sent: Thursday, February 3, 2011 8:44:56 AM
Subject: RE: Snowplowing

Karen,

Thank you for passing along the good news. If you don't mind I would like to forward your comments to the Village Board with the note that the Village Hall did not receive a single complaint. While they have always provided excellent service to the Village, to have come out of the third largest single snowfall event recorded in such good condition is beyond the call. From all accounts the roads in Long Grove are cleared to the pavement while I haven't heard from anyone or personally seen this level of clearing in any other community, county or state roads. If you do hear of any complaints please pass them along so that we can have addressed asap.

Thanks again,
Dave

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From: kes1220@comcast.net [mailto:kes1220@comcast.net]
Sent: Thursday, February 03, 2011 7:49 AM
To: David Lothspeich

Subject: Snowplowing

Dear Dave:

Just wanted to let you know, got calls from the neighbors and from me personally, the snow plowers did an AMAZING job. Schaeffer and Checker Roads had *no* snow on them by yesterday afternoon. Considering how bad the roads in Buffalo Grove were, I think our guys did a commendable job under the most difficult circumstances.

Karen

afternoon's snowfall – no boots or gloves. It was 7 pm and I was leaving and was literally met at the door by our snow removal guy. He was so friendly and said "Ma'am, perfect timing! Point out your car and I will be happy to brush the snow off for you!" I thanked him for his kind offer and tried to say I would do it, but he insisted, saying I didn't even have gloves, just in the car and stay warm etc, etc. It was quite over the top, especially for a gentleman who has probably moved more snow in the last 7 days than he has in the last 2 winters combined. He was really an upstanding guy. He said he's been working with Medline for 21 years, so I am sure you know how great he is, but I just wanted to share that with you.

Thanks,

Jen

*Jen Blockinger
Medline Industries
One Medline Place
Mundelein, IL 60060
jblockinger@Medline.com
847-643-4795 Office
847-949-2633 Fax
847-702-7922 Mobile*

ATTACHMENT A 1 of 3

CHAPTER 1: INTRODUCTION

The use of abrasives in winter maintenance is a well-established practice. Typically sand is placed on the road in amounts up to 1,200 lbs per lane mile (340 kg per lane km). The sand is intended to increase friction between vehicles and the (often snow or ice covered) pavement. The sand may be applied "straight," it may be pre-wet with liquid brine (at the spinner or in the box during loading), or it may be delivered mixed with salt (with mixtures ranging from 1:1 sand:salt up to 4:1 sand:salt). In many agencies (and in many Iowa Counties, the focus of this study) the use of sand is a standard part of winter maintenance.

Minsk (1999) reports that sand (or other abrasives) constituted the major part of winter maintenance activities (in addition, of course, to plowing) up until the 1970's in the United States. At that time, the use of salt and other de-icing chemicals became more widespread. However, the use of abrasives continued.

Yet very little information exists on the value of sanding as a winter maintenance procedure. What information does exist tends not to support sanding as a process. Studies from the late 1950's suggest that at highway speeds sand is swept off the roads by relatively few (8 to 12) vehicle passes. More recent studies suggest that friction gains from sanding (when sand remains on the road) are minimal.

In addition to these factors, there are increasing environmental concerns about sanding. Some U. S. cities have already stopped sanding because of air quality concerns. Others are required to clean up all sand as soon as possible after application, using street sweepers. It remains unclear to what extent the Phase II Stormwater regulations will have on sand usage, but they may cause further limitations in their use.

This report reviews the state of the practice of abrasive usage in Iowa Counties. Chapter 2 presents a complete review of the published literature, discussing how various factors (e.g. amount of sand, temperature, type of sand) influence the friction experienced after an application of abrasives. It will become apparent from Chapter 2 that when placed "dry" on the road surface (that is, without significant pre-wetting at the spinner)

ATTACHMENT A 2 of 3

abrasives provide at best a very short term increase in road surface friction, especially on roads where vehicle speeds are typically high (greater than 30 mph or 48 kph). Accordingly, Chapter 3 presents some novel approaches to placing sand on highways, although it should be noted that these “novel” methods have been considered over a number of years, and some of them are close to standard practice in some locales.

Chapter 4 reviews current practice in Iowa and attempts to set the context within which decisions on abrasive usage must be made. Chapter 5 presents recommendations for best practices for abrasive usage.

Chapter 6 presents some suggestions for further research. This focuses primarily on how the more “novel” abrasive application methods might be evaluated for use here in Iowa, and fulfills a central part of the original project. Chapter 7 summarizes the conclusions of the report.

ATTACHMENT A 3 of 3

Table 1: Stopping Distances After Abrasive Treatment (from Comfort and Dinovitzer, 1997)

Road Condition	Friction Factor	Stopping Distance (m)
Hard packed snow cover (below -15° C)	0.18	35.0
Abrasives freshly applied (300 kg/lkm)	0.40	15.7
Same surface after light traffic	0.23	29.5

Comfort and Dinovitzer did find some circumstances in which traffic did not reduce the effectiveness of abrasives to the extent indicated in Table 1. At warmer temperatures on a snow-pack covered road, the abrasives were less likely to be swept off the road by vehicle passage, although friction still decreased with traffic. In addition, on a warmer ice covered road, traffic appeared to increase friction. This latter effect was attributed to two factors – strong sunlight during the test that melted the sand into the ice; and mechanical action by the traffic that roughened the road surface. However, in spite of these results, a major result of this study is that abrasives have little friction enhancing value on a road with any substantive level of traffic. What benefits accrue are temporary, unless steps are taken to make the abrasives adhere to the snow or ice surface.

Effect of Ice Type and Abrasive Type

Other studies have been conducted on the usage of sand as a friction enhancer. Borland and Blaisdell (1993) examined five different ice types. They found that coarse sand gave more friction enhancement at low temperatures, while fine sand was better close to the melting point of ice. They also found that friction enhancement was a strong

Attachment B 1 of 2

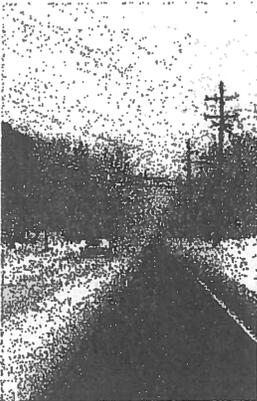


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Ice: Mastered



Liquid Calcium Chloride has long been recognized as a superior compound for ice control. MCS Mineral Well Brine is a liquid chloride product derived from naturally occurring salt obtained from the Sylvania reservoir — one mile below ground level. It is odorless and has a freeze point of -25° F or lower.

Why Liquid Calcium Chloride is effective:

- Reacts with snow and ice upon application with faster melting than rock salt, potassium chloride or magnesium chloride
- Many government agencies and commercial snow and ice removal professionals have endorsed its use as an effective pre-wetting, anti-icing and de-icing agent
- Many rock salt blends are ineffective at temperatures below 20°F.
- Liquid Calcium Chloride melts ice and snow in temperatures as low as -25°F or lower

Attachment B 2 of 2

Why provide Liquid Calcium Chloride Ice Control Program?

- Improved road and parking lot maintenance service
- More effective anti-icing and de-icing with ability to melt snow and ice as temperatures plunge
- More environmentally friendly than alternatives— eliminating the scatter and bounce effect of rock salt
- Lower overall ice and snow melting costs

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- [MCS MSDS](#)
- [Asphalt](#)
- [Contact MCS](#)
- [Sitemap](#)

Subject: RE: DRAFT/FINAL Snow Removal Contract
From: David Lothspeich (dlothspeich@longgrove.net)
To: lorilesterzwilling@sbcglobal.net;
Cc: stevelester1021@sbcglobal.net;
Date: Thursday, November 21, 2013 11:54 AM

Lori,

Thanks for the attachments and the email.

I've attached the same documents that you sent to me as the final contract. In terms of the items that were noted the prior emails regarding storage limits, boulder notice and removal and mailbox notice are addressed in our emails and have been sent out to the homeowners. Rather than trying to come up with whatever the legal folks would say needs to be included in the contract, I would propose using our emails as the Village's commitment to these last few items. Please let me know if this is acceptable to you and Steve. If not, please insert these changes into the draft contract (attached) and I will review and approve.

Thanks,

Dave

From: Lori Lester Zwilling [mailto:lorilesterzwilling@sbcglobal.net]
Sent: Tuesday, November 19, 2013 3:35 PM
To: David Lothspeich
Cc: Steve Lester
Subject: Fw: DRAFT/FINAL Snow Removal Contract

Hi David,

Thank you for the finalized contract although, it looks like the old one, the price schedule is from 2005. It should actually be the one we submitted in 2011, see attached. Maybe that's the reason for the delay?

I am working on the renewed certificates of insurance and they will be forwarded to you direct via email.

Thank you again,

Lori Lester-Zwilling
Lester's Material Service, Inc. and A.R.T. Fleet Service, Inc.
1980 S Hwy 83
Grayslake, IL 60030
847-223-7000 and 847-362-6161
fax 847-223-7067
<http://www.lestersmaterial.com/>

As seen on DIY's "Yard Crashers" 2010 Spring/Summer

----- Forwarded Message -----

From: David Lothspeich <lothsd@longgrove.net>
To: Steve Lester <stevelester1021@sbcglobal.net>; lorilesterzwilling@sbcglobal.net
Sent: Monday, December 17, 2012 3:20 PM
Subject: FW: DRAFT Snow Removal Contract

Steve,

This is the latest email that I could locate on status of our contract. Please see below and let me know how you would like to proceed with getting the contract finalized and signed ASAP.

**Thanks,
Dave**

From: David Lothspeich
Sent: Thursday, November 10, 2011 12:52 PM
To: 'Steve Lester'
Subject: RE: DRAFT Snow Removal Contract

Steve,

I know that you are working with Marc but wanted to reply to confirm that the contract was approved with the liquid removal, the sidewalks and the IL Route 83 water plant parking lot as proposed in your additional information.

Please clarify where the language you reference re: liability for boulders is in your submittals (attached). The Village will not accept this liability but as we have discussed this Village be sending the letter (by Nov 15) to the property owners that have illegally placed boulders or other obstructions in the ROW informing them that the obstructions must be removed before Nov 30th. I understand that you will be touring the Village and providing an updated list of obstructions for our reference in these letters. Your assistance to tour the Village again on Nov 30th and the removal of any remaining obstructions is greatly appreciated. Through these cooperative efforts our intent to remove all obstructions in order to avoid potential damage to your equipment.

Thanks,
Dave

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From: Steve Lester [<mailto:stevelester1021@sbcglobal.net>]
Sent: Monday, November 07, 2011 2:59 PM
To: David Lothspeich
Subject: DRAFT Snow Removal Contract

Lori has reviewed the contract you sent over and it's the same as last one, but there are some things i would like added to it.

in our RFP October 4, 2011 under SNOWPLOWING we stated corrections in service we would like see in the contract.

in the contract paragraph 1E Removal of Obstructions. i would like added, If approval is not meet by Nov. 15th of each year Owner accepts all liability and or damages that obstructions may cause to our equipment or other.

what have you decided on sidewalks and liquid alternatives???

steve

From: David Lothspeich <lothsd@longgrove.net>
To: Steve Lester <stevelester1021@sbcglobal.net>
Cc: Marc Small <Msmall@longgrove.net>
Sent: Monday, October 31, 2011 10:54 AM
Subject: DRAFT Snow Removal Contract

Steve,

As Marc informed you last week, the Village Board approved the recommendation for the selection of ART Fleet Services for the continued snow removal services for the Village of Long Grove. Congratulations!

Please review the attached draft contract (modeled after the 2006 contract) and let me know if you have any questions/comments so that it can be finalized this week.

Thanks,
Dave

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IL 60047 by US mail. We will reimburse you for postage.

Subject: Fw: DRAFT Snow Removal Contract
From: Lori Lester Zwilling (lorilesterzwilling@sbcglobal.net)
To: lothsd@longgrove.net;
Cc: stevelester1021@sbcglobal.net;
Date: Tuesday, November 19, 2013 3:41 PM

Hi David,

I actually found this to be our last correspondence.

Thank you,

Lori Lester-Zwilling
Lester's Material Service, Inc. and A.R.T. Fleet Service, Inc.
1980 S Hwy 83
Grayslake, IL 60030
847-223-7000 and 847-362-6161
fax 847-223-7067
<http://www.lestersmaterial.com/>
As seen on DIY's "Yard Crashers" 2010 Spring/Summer

----- Forwarded Message -----

From: Lori Lester Zwilling <lorilesterzwilling@sbcglobal.net>
To: David Lothspeich <lothsd@longgrove.net>
Sent: Friday, May 3, 2013 11:07 AM
Subject: Re: DRAFT Snow Removal Contract

Hi David,

Finally, we reviewed the contract and your questions so we can proceed with getting the contract finalized and signed. Everything is in order, we just want to make sure it stated somewhere and it is agreed, the following:

Salt storage: As stated in our letter of transmittal dated 9/20/2011, "3) *We do have the room to stock the required minimum of 600 tons although our inside storage facility can only accommodate 300 tons the other 300 tons would have to be stored outside under tarps.*"

Weak Mailboxes: We will provide a list of mailboxes that are lightly attached to its post, loose posts or any mailbox installations that appear to be weak enough if hit by a wave of snow. Unless hit by the actual plow or truck, we will not be required to replace the mailbox nor incur any expense if the owner claims damage.

ROW obstructions: We will provide a list to the Village and the Village will send letters to the property owners listed, by Nov 15 for each contract year, informing them of their illegal placement of the ROW obstructions. Furthermore, we would also like the letter to read that if our equipment is damaged due to their lack of compliance, a complaint will be filed with the appropriate authorities as well as a claim against their homeowner insurance to repair any damages, unless they prefer to pay the damages out of pocket.

Thank you for the opportunity, your patience and understanding in getting this done.

Have a blessed day.

Lori Lester-Zwilling
Lester's Material Service, Inc. and A.R.T. Fleet Service, Inc.
1980 S Hwy 83
Grayslake, IL 60030
847-223-7000 and 847-362-6161

fax 847-223-7067
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As seen on DIY's "Yard Crashers" 2010 Spring/Summer

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Steve,

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**Thanks,
Dave**

From: David Lothspeich
Sent: Thursday, November 10, 2011 12:52 PM
To: 'Steve Lester'
Subject: RE: DRAFT Snow Removal Contract

Steve,

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Please clarify where the language you reference re: liability for boulders is in your submittals (attached). The Village will not accept this liability but as we have discussed this Village be sending the letter (by Nov 15) to the property owners that have illegally placed boulders or other obstructions in the ROW informing them that the obstructions must be removed before Nov 30th. I understand that you will be touring the Village and providing an updated list of obstructions for our reference in these letters. Your assistance to tour the Village again on Nov 30th and the removal of any remaining obstructions is greatly appreciated. Through these cooperative efforts our intent to remove all obstructions in order to avoid potential damage to your equipment.

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Subject: DRAFT Snow Removal Contract

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in the contract paragraph 1E Removal of Obstructions. i would like added, If approval is not meet by Nov. 15th of each year Owner accepts all liability and or damages that obstructions may cause to our equipment or other.

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steve

From: David Lothspeich <lothsd@longgrove.net>
To: Steve Lester <stevelester1021@sbcglobal.net>
Cc: Marc Small <Msmall@longgrove.net>
Sent: Monday, October 31, 2011 10:54 AM
Subject: DRAFT Snow Removal Contract

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Thanks,
Dave

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EXHIBIT B
GENERAL TERMS OF PROPOSED EXTENSION

[Insert "General Terms and Conditions" proposal only if 5-year extension is selected.]

**GENERAL TERMS & CONDITIONS FOR ART CONTRACT
TO PROVIDE SNOW & ICE CONTROL SERVICES FOR
THE VILLAGE OF LONG GROVE**

1. **TERM:** If accepted, the initial term of this agreement will be for 5 years. Additional extensions will be permitted upon mutual agreement of the Parties. Exact terms to be determined.

2. **GENERAL:** ART will provide Snow & Ice Control for the Village of Long Grove. Unless specifically notified otherwise, Long Grove Snow & Ice Control Activities would as currently outlined in the previous agreement.

3. **SCOPE OF SERVICES:** Standard snow & ice control activity includes anti-icing, salt application, snow plowing and any other related operations in accordance with the Buffalo Grove Snow & Ice Control Plan.

Snow hauling and load-out is not included within the scope of standard snow & ice control activities and if requested will be completed and charged on an hourly basis after snow & control activities have been completed.

ART will be responsible for any damage, including but not limited to mail box and parkway damage occurring during the course of performing the services covered by this agreement. Any and all complaints regarding the services provided by this contract shall be received by Long Grove and communicated to ART.

4. **ROUTES:** ART will provide services based upon three routes, two routes for streets (15 miles each) and one route for parking lots and sidewalks. This provides for a 4-6 hour cycle. Snow removal operations will be completed within 6 hours after the snow stops.

5. **STAFFING:** ART will provide sufficient staffing to properly complete the activities covered under this agreement. In general this includes 8 employees; and 3 back-up employees.

6. **EQUIPMENT:** ART will provide sufficient equipment to properly complete the activities covered under this agreement. At a minimum, ART shall provide 3 salt trucks and 5 pickup trucks and maintain sufficient equipment to provide 4 salt trucks and 9 pickup trucks when necessary.

CHARGES: In consideration of the standard snow & ice control operations provided under by this agreement, each year Long Grove will pay ART a sum as shown below.

All Streets	Cost per inch/per Plow In. mile	Long Grove Miles	Plowing Lane Miles	5 -Yr. Avg. Snow Fall	Cost per plowing mile	Cost
ART Charge	\$ _____	29	117	51	\$ _____	\$ _____

EXHIBIT C
SCHEDULE OF PRICES

[Insert price schedule for new Contract only if 5-year extension is selected.]

Existing Contract - 3.5% Increase	2013	2014	2015	2016	2017	2018	2019	2020	2021
2"-5"									
Village Streets	\$6,500.00	\$6,727.50	\$6,962.96	\$7,206.67	\$7,458.90	\$7,719.96	\$7,990.16	\$8,269.82	\$8,559.26
Village Parking Lot	\$100.00	\$103.50	\$107.12	\$110.87	\$114.75	\$118.77	\$122.93	\$127.23	\$131.68
Municipal Parking Lots	\$525.00	\$543.38	\$562.39	\$582.08	\$602.45	\$623.54	\$645.36	\$667.95	\$691.32
6-8"									
Village Streets	\$8,450.00	\$8,745.75	\$9,051.85	\$9,368.67	\$9,696.57	\$10,035.95	\$10,387.21	\$10,750.76	\$11,127.04
Village Parking Lot	\$170.00	\$175.95	\$182.11	\$188.48	\$195.08	\$201.91	\$208.97	\$216.29	\$223.86
Municipal Parking Lots	\$725.00	\$750.38	\$776.64	\$803.82	\$831.95	\$861.07	\$891.21	\$922.40	\$954.69
9-11"									
Village Streets	\$12,300.00	\$12,730.50	\$13,176.07	\$13,637.23	\$14,114.53	\$14,608.54	\$15,119.84	\$15,649.03	\$16,196.75
Village Parking Lot	\$260.00	\$269.10	\$278.52	\$288.27	\$298.36	\$308.80	\$319.61	\$330.79	\$342.37
Municipal Parking Lots	\$1,050.00	\$1,086.75	\$1,124.79	\$1,164.15	\$1,204.90	\$1,247.07	\$1,290.72	\$1,335.89	\$1,382.65
11"+									
Village Streets	\$16,850.00	\$17,439.75	\$18,050.14	\$18,681.90	\$19,335.76	\$20,012.51	\$20,712.95	\$21,437.91	\$22,188.23
Village Parking Lot	\$275.00	\$284.63	\$294.59	\$304.90	\$315.57	\$326.61	\$338.05	\$349.88	\$362.12
Municipal Parking Lots	\$1,475.00	\$1,526.63	\$1,580.06	\$1,635.36	\$1,692.60	\$1,751.84	\$1,813.15	\$1,876.61	\$1,942.29

Proposed Contract - 3.5% Increase	2013	2014	2015	2016	2017	2018	2019	2020	2021
2"-5"									
Village Streets	\$6,500.00	\$6,727.50	\$6,962.96	\$7,206.67	\$6,962.96	\$7,206.67	\$7,458.90	\$7,719.96	\$7,990.16
Village Parking Lot	\$100.00	\$103.50	\$107.12	\$110.87	\$107.12	\$110.87	\$114.75	\$118.77	\$122.93
Municipal Parking Lots	\$525.00	\$543.38	\$562.39	\$582.08	\$562.39	\$582.08	\$602.45	\$623.54	\$645.36
6-8"									
Village Streets	\$8,450.00	\$8,745.75	\$9,051.85	\$9,368.67	\$9,051.85	\$9,368.67	\$9,696.57	\$10,035.95	\$10,387.21
Village Parking Lot	\$170.00	\$175.95	\$182.11	\$188.48	\$182.11	\$188.48	\$195.08	\$201.91	\$208.97
Municipal Parking Lots	\$725.00	\$750.38	\$776.64	\$803.82	\$776.64	\$803.82	\$831.95	\$861.07	\$891.21
9-11"									
Village Streets	\$12,300.00	\$12,730.50	\$13,176.07	\$13,637.23	\$13,176.07	\$13,637.23	\$14,114.53	\$14,608.54	\$15,119.84
Village Parking Lot	\$260.00	\$269.10	\$278.52	\$288.27	\$278.52	\$288.27	\$298.36	\$308.80	\$319.61
Municipal Parking Lots	\$1,050.00	\$1,086.75	\$1,124.79	\$1,164.15	\$1,124.79	\$1,164.15	\$1,204.90	\$1,247.07	\$1,290.72
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Village Streets	\$16,850.00	\$17,439.75	\$18,050.14	\$18,681.90	\$18,050.14	\$18,681.90	\$19,335.76	\$20,012.51	\$20,712.95
Village Parking Lot	\$275.00	\$284.63	\$294.59	\$304.90	\$294.59	\$304.90	\$315.57	\$326.61	\$338.05
Municipal Parking Lots	\$1,475.00	\$1,526.63	\$1,580.06	\$1,635.36	\$1,580.06	\$1,635.36	\$1,692.60	\$1,751.84	\$1,813.15